

**Memorandum of Understanding
Between the
National Association Of Air Traffic Specialists (NAATS)
And The
Federal Aviation Administration (FAA)**

This Memorandum of Understanding ("MOU") is entered into by and between the National Association Of Air Traffic Specialists ("NAATS" or "Union") and the Federal Aviation Administration ("FAA", "Management", or "Agency") (collectively the "Parties"). This MOU represents the understanding of the Parties with respect to the implementation of the Agency's Commercial Activities (A-76) study of the Flight Service function as of the effective date of the agreement. Once the new A-76 circular is implemented, further negotiations may be necessary. The parties agree as follows:

Section 1. Union representatives may be involved in the competitive sourcing process and participate as members of the Performance Work Statement (PWS includes the Quality Assurance Surveillance Plan (QASP)), Most Efficient Organization (MEO), and Communications Teams, to the extent that their participation is consistent with OMB Circular A-76 and applicable law.

Section 2. The Union may designate representatives to the PWS (includes QASP) and MEO teams in numbers equal to the Air Traffic management representatives. The Union will designate one (1) representative to the Communications team. If either party feels that the number of representatives should be adjusted (up or down) when the exact size and scope of the teams are known, the parties will reopen negotiations on the issue.

Section 3. Appropriate "firewalls" shall be put in place and used to insure the integrity of the process and to protect employee rights to compete in the process. The Agency agrees to brief the Union on the "firewalls" it determines to be appropriate and make every reasonable effort to resolve issues identified by the Union. To prevent conflict of interest and protect the integrity of the procurement process, it will be necessary to designate different personnel for different teams.

Section 4. Union representatives shall be afforded the same level of participation as other participants on the teams unless prohibited by the OMB Circular A-76 and applicable law. The products of the teams are considered to be recommendations. It is understood that the Agency retains responsibility for all final management decisions arising from the A-76 process.

Section 5. Bargaining unit members shall not participate in any role that would endanger the right of the bargaining unit workforce to compete as a part of the MEO.

Section 6. Union designated representatives to A-76 workgroups will be required to sign non-disclosure agreements as a pre-requisite to their participation. Union representatives and their management counterparts on A-76 teams will use the same non-disclosure agreement forms (see Attachment).

Section 7. The NAATS president will be invited to witness the final cost comparison.

Section 8. It is the intent of the Parties that information will be shared with the Union to the maximum extent permitted by OMB Circular A-76. It is understood that this may require sanitization (i.e., names, SSAN's, etc...) of some documents prior to their release. A Union representative will be invited to participate on the communications team to help facilitate good communications among all interested parties.

Section 9. The Union may designate 1 representative, from outside the facility, to participate in "walk-throughs", or other activities authorized by the workgroup, associated with on-site data collection visits or other team visits in Flight Service Stations.

Section 10. Union designees shall be allowed to participate in the activities of A-76 teams in a duty status, if otherwise in a duty status. Overtime shall be available to facilities if management determines it is necessary. The Agency shall pay necessary travel and per diem expenses, in accordance with applicable regulations, for bargaining unit employees.

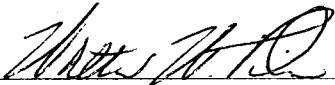
Section 11. If, as a result of competitive sourcing, a decision is made to contract out work currently being performed by NAATS bargaining unit members, the Union shall be provided the opportunity to bargain as required by law.


Section 12. This Agreement does not constitute a waiver of any right guaranteed by law, rule, regulation or contract on behalf of either Party.

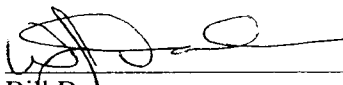
Section 13. This Agreement may be re-opened by request of either party. Unless re-negotiated in accordance with this section, it shall remain in effect until the entire process has been completed or permanently cancelled.

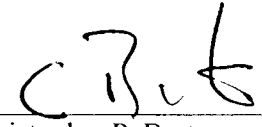
For NAATS:

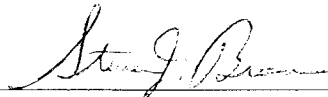
For the FAA:

 1-13-03
Walter W. Pike Date
President, NAATS

 12/29/02
Raymond B Thoman Date
Deputy Assistant Administrator,
Labor and Employee Relations

 12/29/02
Bill Dolan Date
Chief Negotiator, NAATS

 11/7/02
Christopher P. Bertram Date
Assistantt Administrator for Financial
Services/CFO

 12/31/02
Steven J. Brown Date
Associate Administrator for Air Traffic
Services

NON-DISCLOSURE OF INFORMATION STATEMENT

Government Employee

Flight Service Station A-76 Competitive Sourcing Study

The purpose of this Non-Disclosure Agreement is to ensure that no sensitive information, obtained by virtue of participation on the team, is disclosed by members of the team to other persons, companies or organizations; or that such information is used by other persons, companies, organizations to obtain an unfair advantage in the A-76 Competitive Sourcing Study.

AGREEMENT

As a government employee advisor to the acquisition team for the FSS A-76 Study, I, the undersigned, agree that I will not disclose to any person, company or organization not participating on the acquisition team any information learned by me as a result of my participation on that acquisition team, the disclosure of which might, directly or indirectly, afford some person, company or organization an unfair competitive advantage. Such information shall include, but not be limited to, information regarding discussions, plans or decisions by acquisition team members relating to the acquisition. In addition, I will not disclose any information that pertains to internal agency communications regarding the acquisition, such as, but not limited to, acquisition plans, budgeting information, source selection plans, source selection evaluation board memoranda or reports, technical analyses and recommendations.

I am aware of and will abide by the requirements of 18 U.S.C. §1905, ("Trade Secrets Act") which in part provides:

"Whoever, being an officer or employee of the United States or any department or agency thereof, or agent of the Department of Justice as defined in the Antitrust Civil Process Act (15 U.S.C. §§1311-1314), publishes, divulges, or makes known in any manner or to any manner or to any extent not authorized by law any information coming to him in the course of his employment or official duties or by reason of any examination or investigation made by, or return, report or record made to or filed with, such department or agency or officer or employee thereof, which information concerns or relates to the trade secrets, processes, operations, style of work, apparatus, or to the identity, confidential statistical data, amount or source of any income, profits, losses, or expenditures of any person, firm, partnership, corporation, or association; or permits any income return or copy thereof or any book containing any abstract or particulars thereof to be seen or examined by any person except as provided by law; shall be fined not more than \$1,000, or imprisoned not more than one year, or both; and shall be removed from office or employment."

I have read and understand the explanation of disclosure of information as set forth in the Federal Aviation Administration Acquisition Management System (FAAAMS), Part 3.1.6, Disclosure of Information. As a condition of my participation on the acquisition team, I have reviewed and do hereby agree to be subject to and fully comply with the terms and conditions set forth in 5 CFR §2635.101(b)(3), (7), and (8), "Basic obligation of public service," from the Standards of Ethical Conduct for Employees of the Executive Branch, and Title 18 U.S.C. §§207-208, and §216, dealing with restrictions and penalties on former employees of the Executive branch.

I agree to immediately report to the Contracting Officer any potential or possible violation of this Non-Disclosure agreement.

NAME/ROUTING

(PRINT OR TYPE IN CAPITAL LETTERS)

SIGNATURE

DATE

AGENCY

ADDRESS

TELEPHONE
